

## APPENDIX

### EXHIBIT 13

## UNITED STATES REBAR, INC.

268 N. MAIN STREET, FREEPORT, NY 11520  
888.46.REBAR • 518.379.7730 • 518.379.7718 FAX  
[www.usrebar.com](http://www.usrebar.com)

Charles Doherty  
PRESIDENT

February 24, 2005

via Certified Mail

Robert Ledwith  
Metallic Lathers & Reinforcing Ironworkers  
1322 Third Avenue  
New York, New York 10021

**Re: Termination of Collective Bargaining Agreement**

Dear Mr. Ledwith:

Please be advised that in accordance with Article XIII, Duration of Agreement, of the Agreement between Association of Concrete Contractors of Long Island, Inc. (the "Association") and Local #46, Metallic Lathers Union and Reinforcing Iron Workers New York and Vicinity, (the "Agreement") we are providing our written notice to you of our intent to modify or terminate the Agreement and that US Rebar, Inc. has resigned from the Association and that Association no longer has any collective bargaining rights for U.S. Rebar.

Sincerely,

Charles Doherty  
President  
United States Rebar, inc.

cc: Association of Concrete Contractors of Long Island, Inc. (via Certified Mail)

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The Employer also agrees to make the contributions referred to in this agreement to all of the aforesaid funds and/or trusts, to make said contributions in accordance with the Agreements and Declarations of Trust for each of the said Trusts and/or Funds; together with such interest and penalties, as may be provided for in said Agreements and Declarations of Trust, if payments are delinquent. The Employer also agrees to the rules and regulations adopted by the Trustees of each of the said Funds. The Employer further agrees to recognize and abide by the right of the Trustees of each of the aforesaid Funds to audit the books and records of the Employer. The purpose of this audit is to make sure that the Employers contribution are being properly made to all of the said Funds. The Employer agrees to pay the costs of such audit and all expenses involved therewith.

(9) Subcontracting - In the event that any subcontractor, or subcontractor of a subcontractor of the signatory, fails to make timely contributions to the Local 46 Welfare Fund, Pension Fund, Vacation Fund, Scholarship Fund, Apprentice Fund, Annuity Fund, Job Training Fund, Working Assessment and all other Trust Funds, as required by this Agreement; and if the Union, by an officer, upon written notice, notifies the Signatory that the subcontractor is not in compliance, the Employer shall be responsible for said contributions for the period beginning two (2) working days after the receipt of such notice.

## ARTICLE XIII

### Duration of Agreement

(1) This Agreement shall become effective July 1, 1999 and shall remain in full force and effect from July 1, 1999 to and including June 30, 2002 and shall continue, thereafter, for periods of three (3) years, unless written notice to modify or terminate the agreement is served in writing by either party upon the other at least ninety (90) days before June 30, 2002, or any subsequent date, for three (3) year periods, thereafter.

(2) This Agreement may not be amended, altered or modified, except by an instrument in writing signed by both parties hereto. It is further agreed that neither party, during the life of this agreement, will adopt or attempt to enforce any By-Laws, Working Rules or Regulations, which is contrary to any of the terms of this Agreement, unless the same has been agreed upon and approved by an instrument in writing signed by both parties hereto.

## ARTICLE XIV

### Validity

If the Court shall decide any part of this Agreement is illegal, it shall not invalidate other portions; it being the sole intent and purpose of this Agreement to promote peace and harmony in the Craft along lawful lines.

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